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Attorneys for Plaintiffs, TAYLER HANNES and PAUL VOIGT, individually
and on behalf of other individuals similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

TAYLER HANNES, individually on her own
behalf, PAUL VOIGT, individually on his own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

v.

PARKS MANAGEMENT COMPANY, a
business entity, form unknown; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. 20CV01238

[Assigned to Hon. Donna D. Geck]

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint filed: March 4, 2020

FAC filed: June 5, 2020

1 This PAGA Representative Action Settlement Agreement and Release (“Representative
2 Action and Release”) is made and entered into between: Plaintiffs TAYLER HANNES and PAUL
3 VOIGT individually and on behalf of all PAGA Aggrieved Employees (as defined herein), and
4 Defendant PARKS MANAGEMENT COMPANY, subject to approval from the Court, as provided
5 below. This Representative Action Settlement and Release is intended by the Parties to fully,
6 finally, and forever resolve, discharge, and settle the Released PAGA Claims upon and subject to the
7 terms and conditions hereof, as follows:

8 DEFINITIONS

9 1. “**Action**” refers to the civil action entitled *Taylor Hannes, Paul Voigt v. Parks*
10 *Management Company*, Santa Barbara County Superior Court, Case No. 20CV01238.

11 2. “**Agreement**” refers to this PAGA Representative Action Settlement and Release.

12 3. “**Approval Order**” refers to an order approving this Agreement issued and entered by
13 the Court following a Motion for approval of this Settlement.

14 4. “**Complaint**” refers to the Complaint filed on March 4, 2020.

15 5. “**Defendant**” refers to Defendant Parks Management Company.

16 6. “**Defendant’s Counsel**” refers to Andre, Morris & Buttery, A Professional Law
17 Corporation. For purposes of providing any notices required under this Settlement, Defendant’s
18 Counsel shall refer to: Kathryn M. Eppright, 1102 Laurel Lane, P.O. Box 730, San Luis Obispo, CA
19 93406-0730.

20 7. “**Gross Settlement Amount**” refers to the maximum settlement payment Defendant may
21 be obligated to make in connection with this Agreement, which in this case is no more than
22 \$100,000. This sum shall include all attorneys’ fees, costs, and expenses (both those incurred to date
23 and those to be incurred), settlement administration fees and expenses, and the amounts paid to the
24 Labor & Workforce Development Agency (“LWDA”) and all PAGA Aggrieved Employees. No
25 portion of the Gross Settlement Amount shall revert to Defendant.

26 8. “**Hannes**” refers to Taylor Hannes, a named Plaintiff in this Action.

27 9. “**Individual Settlement Payment**” refers to the amount calculated by the Settlement
28 Administrator to be distributed to each individual PAGA Aggrieved Employee.

10. **“Judgment”** refers to the final judgment by the Court after approval of the Settlement.

11. **“LWDA”** refers to the California Labor & Workforce Development Agency.

12. **“LWDA Payment”** refers to seventy-five percent (75%) of the Net Settlement Amount that constitutes the LWDA’s share of the settlement of civil penalties paid under this Settlement pursuant to the PAGA.

13. **“PAGA”** refers to the Private Attorneys General Act of 2004.

14. **“PAGA Aggrieved Employees”** means all individuals who are or previously were employed by Defendant (Parks Management Company) in California as non-exempt employees during the period March 4, 2019 through 60 days following the date this Agreement is fully executed or the date that the Court grants approval of the settlement, whichever is sooner.

15. **“PAGA Aggrieved Employee”** refers to an individual PAGA Aggrieved Employees.

16. **“PAGA Period”** means March 4, 2019 through 60 days following the date this Agreement is fully executed or the date that the Court grants approval of the settlement, whichever is sooner.

17. **“Plaintiffs”** refer to Tayler Hannes and Paul Voigt, named Plaintiffs in this Action.

18. **“Plaintiffs’ Counsel”** refers to Bradley/Grombacher, LLP, and Adams Law. For purposes of providing any notices required under this Settlement, Plaintiffs’ Counsel shall refer to: (1) Marcus J. Bradley, Kiley L. Grombacher, and Lirit A. King, 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91631; and (2) Christine M. Adams, 351 Paseo Nuevo, Second Floor, Santa Barbara, California, 93101.

19. **“Receiver for Defendant”** refers to Paul F. Ready and the law firm of Farmer & Ready 1254 Marsh Street, San Luis Obispo, CA 93401, who is the Receiver for Defendant appointed by the San Luis Obispo Superior Court.

20. **“Released PAGA Claims”** refers to those claims defined in Paragraph 43 of this Agreement. The Released PAGA Claims shall apply to all PAGA Aggrieved Employees.

21. **“Released Parties”** refers to (1) Defendant; (2) the Receiver for Defendant; (3) each of Defendant’s past, present or future parent, subsidiary, affiliate, predecessor, insurer, successor or assign; (4) the past partners, shareholders, trustees, members, managers, contractors, or consultants

of any of the foregoing, both individually and in their business capacities; and (5) any individual or entity which could be liable with any of the foregoing.

22. **“Settlement”** refers to the terms of this Agreement.

23. **“Settlement Administrator”** refers to the third-party administrator, who has been mutually selected by the Parties, subject to Court approval, to perform the notice, claims administration, and distribution of payment functions further described in this Settlement. The Settlement Administrator shall establish its own employer identification number and file an Internal Revenue Service Form W-9. The Settlement Administrator shall meet all of the requirements to establish a Qualified Settlement Fund (“QSF”) pursuant to U.S. Treasury Regulation Section 468B-1.

24. **“Voigt”** refers to Paul Voigt, a named Plaintiff in this Action.

PROCEDURAL HISTORY AND RECITALS

25. **The Action.** On March 4, 2020, Plaintiffs submitted a letter to the LWDA alleging that Defendant had engaged in various violations of the California Labor Code. On March 4, 2020, Plaintiffs filed an initial complaint, and on June 5, 2020, Plaintiffs filed an amended complaint seeking PAGA penalties.

26. **Investigation by Plaintiffs’ Counsel.** Plaintiffs’ Counsel investigated the claims against Defendant in the Action, and also analyzed all applicable defenses raised by Defendant.

27. **Defendant’s Denials.** Defendant denies and continues to deny: (a) all of the allegations made in the Action; (b) that it violated any applicable laws; and (c) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Defendant emphasizes that the Court has not made any findings of liability as to Defendant. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without admitting or conceding that representative treatment is appropriate for any purpose other than settlement purposes alone, Defendant has agreed to settle the Action to avoid the burden, expense, and uncertainty of continuing the Action. The Receiver for Defendant has also agreed that the agreed upon settlement of the Action is in the best interests of Defendant and can recommend approval of the settlement to the San Luis Obispo Superior Court. Any stipulations or

statements by Defendant contained in this Agreement are made for settlement purposes only.

28. **Evaluation of Plaintiffs' Counsel.** Based on Plaintiffs' Counsel's investigation and evaluation, Plaintiffs' Counsel are of the opinion that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interest of the PAGA Aggrieved Employees. Plaintiffs' Counsel diligently and effectively investigated Plaintiffs' claims, drafted the Complaints, reviewed and analyzed documents produced, and attended mediation. Plaintiffs' Counsel are of the belief that the risk of further litigation resulting in no recovery of any relief for Plaintiffs and the PAGA Aggrieved Employees was a very significant factor in determining that this Settlement is fair, reasonable, and adequate

29. **The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of action, obligations or liability of any and every kind that were or could have been asserted in the Action.

30. **The Parties' Agreement to Cooperate.** The Parties agree to cooperate and to take all steps necessary and appropriate to effectuate all aspects of this Settlement.

31. **Conditional Stipulation to Approval of the Representative Action:** The Parties hereby stipulate to approval of the representative action for purposes of settlement only.

SETTLEMENT ADMINISTRATOR

32. **Settlement Administrator.** The Parties request that the Court appoint ILYM Group, Inc. as Settlement Administrator. All disputes relating to the Settlement Administrator's performance of its duties, after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all payments and obligations contemplated by this Settlement have been fully completed.

33. **Data for Settlement Administrator.** Within 7 calendar days of the entry of the Approval Order, Defendant shall provide to the Settlement Administrator the following information: (1) name of each PAGA Aggrieved Employee; (2) last known address of each PAGA Aggrieved Employee; (3) the number of Eligible Workweeks for each PAGA Aggrieved Employee; and (4) Social Security Numbers for each PAGA Aggrieved Employee.

1 34. **Confidentiality of Contact Information and Data.** The contact information is being
2 provided confidentially, and the Settlement Administrator shall treat the information as private and
3 confidential and take all necessary precautions to maintain the confidentiality of contact information
4 of the PAGA Aggrieved Employees. This information is to be used only to carry out the Settlement
5 Administrator's duties as specified in this Settlement. The Settlement Administrator shall return the
6 data to Defendant or confirm its destruction upon completion of the Settlement Administrator's
7 duties in administering the Settlement.

8 **DISTRIBUTION OF SETTLEMENT PROCEEDS**

9 35. **Gross Settlement Amount.** Defendant agrees to pay a maximum of \$100,000 toward
10 the Gross Settlement Amount.

11 36. **Funding of Gross Settlement Amount.** Defendant shall deposit the Gross Settlement
12 Amount into the Qualified Settlement Fund established by the Settlement Administrator within 14
13 calendar days of Court approval of this settlement.

14 37. **Attorneys' Fees and Costs.** Plaintiffs' Counsel intend to request—and Defendant agrees
15 not to oppose—that the Court approve an attorneys' fees and costs award for (a) attorneys' fees in
16 the amount up to one-third of the Gross Settlement Amount; and (b) costs supported by adequate
17 documentation by Plaintiffs' Counsel not to exceed \$15,000. Except as provided in this Settlement,
18 Defendant shall have no liability for any other attorneys' fees or costs.

19 a. **Approval of Attorneys' Fees and Costs Award Not Material.** The Court's
20 approval of an attorneys' fees or costs award is not a material term of the Settlement.
21 If the Court does not approve or approves only a lesser amount than that requested by
22 Plaintiffs' Counsel for attorneys' fees or costs, the other terms of this Settlement shall
23 still apply. The Court's refusal to approve the attorneys' fees or costs award
24 requested by Plaintiffs' Counsel does not give Plaintiffs or Plaintiffs' Counsel any
25 basis to abrogate the Settlement. Any amount of an attorneys' fees and costs award
26 requested by Plaintiffs' Counsel but unapproved by the Court shall be allocated to the
27 Net Settlement Amount.

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1 **b. Timing of Payment of Attorneys' Fees and Costs.** The Settlement Administrator
2 shall pay to Plaintiffs' Counsel any approved attorneys' fees and costs award within
3 fourteen (14) calendar days of receiving the Gross Settlement Amount. The
4 Settlement Administrator shall issue an Internal Revenue Service Form 1099 to
5 Plaintiffs' Counsel for any attorneys' fees and costs award payment. Plaintiffs'
6 Counsel shall be solely and legally responsible for paying all applicable taxes on any
7 attorneys' fees and costs award payments and shall indemnify and hold harmless
8 Defendant from any claim or liability for taxes, penalties, or interest arising as a
9 result of the payment.

10 **38. Settlement Administration Costs.** Plaintiffs' Counsel intends to request—and
11 Defendant agree not to oppose—that the Court approve Settlement Administration Costs of up to
12 \$10,000. The Settlement Administration Costs approved by the Court will be paid from the Gross
13 Settlement Amount. Any amount of Settlement Administration Costs requested by Plaintiffs'
14 Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount. Upon
15 completion of administration of the settlement set forth in this Settlement, the Settlement
16 Administrator shall provide written certification of such completion to Plaintiffs' Counsel and
17 Defendant's Counsel.

18 **a. Timing of Settlement Administration Costs Payment.** The Settlement
19 Administrator shall deduct any approved Settlement Administration Costs from the
20 Gross Settlement Amount within fourteen (14) calendar days of receiving the Gross
21 Settlement Amount.

22 **39. LWDA Payment.** The Parties will seek approval from the Court for an LWDA Payment
23 consisting of seventy-five percent (75%) of the Net Settlement Amount as the LWDA's share of the
24 settlement of civil penalties paid under this Settlement pursuant to PAGA. The remaining twenty-
25 five percent (25%) of the Net Settlement Amount will constitute the PAGA Distribution Fund for
26 distribution to PAGA Aggrieved Employees.

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1 a. **Timing of LWDA Payment.** The Settlement Administrator shall submit the LWDA
2 Payment to the LWDA within fourteen (14) calendar days of receiving the Gross
3 Settlement Amount.

4 40. **Individual Settlement Payments.** Each PAGA Aggrieved Employee will be eligible to
5 receive a portion of the Net Settlement Amount based on the following formula:

6 a. The individual PAGA Settlement Share payment to a PAGA Aggrieved Employee
7 will be calculated by dividing the number of Eligible Workweeks attributed to the
8 PAGA Aggrieved Employee by all Eligible Workweeks attributed to PAGA
9 Aggrieved Employees multiplied by the PAGA Fund. Otherwise stated, the formula
10 for a PAGA Aggrieved Employee is: (individual's Eligible Workweeks ÷ total PAGA
11 Settlement Eligible Workweeks) x PAGA Distribution Fund.

12 b. Prior to the mediation, Defendant provided Plaintiffs with the pay period count from
13 March 4, 2019 to April 1, 2021. For the purposes of mediation, the Parties estimated
14 4091 Covered Pay Periods. The Parties agree that Defendant will not be required to
15 make any payment in excess of the Gross Settlement Amount if, at the time of Court
16 approves the Settlement, the number of Settlement workweeks during the period of
17 March 4, 2019 through April 1, 2021 is 4,091 or fewer. If the total number of
18 Settlement workweeks worked by Aggrieved Employees during the period of March
19 4, 2019 through April 1, 2021 exceeds 4,091 by more than 10%, then Defendant will
20 pay an additional pro rata amount for that amount in excess of 10% (i.e. if it is 11%,
21 then Defendant shall pay an additional 1%). ("Escalator Payment").

22 c. Defendant's time and payroll records regarding the number of Eligible Workweeks
23 worked for each PAGA Aggrieved Employee shall be used for purposes of calculating
24 individual settlement payments. Defendant's records shall be determinative for
25 purposes of calculating the number of weeks worked and any payments to PAGA
26 Aggrieved Employees.

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d. The Settlement Administrator shall issue the checks constituting the Individual Settlement Payments within fourteen (14) calendar days of receiving the Gross Settlement Amount.

e. Individual Settlement Payments will be characterized as 100% Form 1099 income. Any settlement checks distributing Individual Settlement Payments returned to the Settlement Administrator as undeliverable shall be sent within 5 calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using a single computer skip-trace search, and it shall then perform a re-mailing within 5 calendar days. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void and sent to the State of California Department of Industrial Relations, Unclaimed Waged Fund in the PAGA Aggrieved Employee's name who did not cash or negotiate his or her check. The Settlement Administrator shall notify Plaintiffs' Counsel and Defendant's Counsel of any undeliverable checks.

41. **Tax Payment Considerations.** Plaintiffs' Counsel and Defendant's Counsel are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to the Settlement.

42. **No Tax Advice or Liability.** Each PAGA Aggrieved Employee agrees to indemnify, and to hold harmless, Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay taxes, interest, fees, or penalties owed.

43. **No ERISA Impact.** None of the payments made pursuant to the Settlement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiffs, or PAGA Aggrieved Employees shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit

1 plan. Any amounts paid will not impact or modify any previously credited hours of service or
2 compensation taken into account under any benefit plan sponsored or contributed to by Defendants
3 or any jointly-trusted benefit plan. For purposes of this Settlement, “benefit plan” means each and
4 every “employee benefit plan,” as defined in 29 U.S.C. Section 1002(3), and, even if not thereby
5 included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare,
6 profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive,
7 deferred compensation, or any other similar benefit plan, practice, program, or policy.

8 44. **No Additional Payment or Fee to Plaintiffs.** Plaintiffs Hannes and Voigt are not
9 entitled to and will not receive any additional payment or fee for serving as representative plaintiffs
10 in this action and will receive payment solely as a “PAGA Aggrieved Employee” in accordance with
11 paragraph 40 above.

12 RELEASES

13 45. **Release by PAGA Aggrieved Employees.** In consideration for Defendant’s execution of
14 the Agreement and the consideration paid hereunder, and by operation of the entry of the Approval
15 Order and Judgment, and except as to such rights or claims as may be created by this Settlement,
16 each PAGA Aggrieved Employee, including Plaintiffs, release Defendant and Released Parties of all
17 Released PAGA Claims which may have arisen during the PAGA Period. The Released PAGA
18 Claims include any and all claims and theories of liability under the California Private Attorneys
19 General Act of 2004 alleged in letters to the Labor and Workforce Development Agency (“LWDA”)
20 submitted by Plaintiffs or the operative Complaint in the Action (Santa Barbara Superior Court Case
21 No. 20CV01238), or that could have been alleged based on the facts pertaining to Plaintiffs and the
22 PAGA Aggrieved Employees.

23 46. **No Admission of Liability.** By entering into this Settlement, Defendant in no way
24 admits any violation of law or any liability whatsoever to PAGA Aggrieved Employees, individually
25 or collectively, and expressly deny all such liability.

26 SETTLEMENT APPROVAL PROCEDURE

27 47. **Settlement Approval.** Plaintiffs shall submit to the Court a Motion for Approval of
28 Settlement. This motion shall seek an order to approve the proposed Settlement. This motion shall

1 herein, and all prior and contemporaneous negotiations and understandings between the Parties shall
2 be deemed merged into this Settlement.

3 54. **Arm's-Length Negotiations and Materiality of Terms.** The Parties have arrived at this
4 Settlement as a result of arm's-length negotiations between the Plaintiffs and Defendant (including
5 the Receiver for Defendant) with their respective counsel following mediation with third party
6 mediator Henry Bongiovi on June 2, 2021. Except as otherwise stated in this Settlement, all terms
7 and conditions of this Settlement in the exact form set forth in this Settlement are material to this
8 Settlement and have been relied upon by the Parties in entering into this Settlement.

9 55. **Counterparts.** This Settlement may be executed in counterparts, and when each party
10 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
11 and when taken together with other signed counterparts, shall constitute one signed Settlement,
12 which shall be binding upon and effective as to all Parties.

13 56. **Facsimile or Scanned Signatures.** Any party may sign and deliver this Settlement by
14 signing on the designated signature block and transmitting that signature page via facsimile,
15 Docusign, or as an attachment to an e-mail to counsel for the other party. Any signature made and
16 transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this
17 Settlement shall be deemed an original signature for purposes of this Settlement and shall be binding
18 upon the party who transmits the signature page.

19 57. **Waivers and Modifications to Be in Writing.** This Settlement may be only amended or
20 modified by a written instrument signed by counsel for the Parties and approved by the Court. No
21 rights under this Settlement may be waived except in writing.

22 58. **Construction.** The determination of the terms and conditions of this Settlement has been
23 by mutual agreement of the Parties. Each party participated jointly in the drafting of this Settlement,
24 and the terms and conditions of this Settlement are not intended to be, and shall not be, construed
25 against any party by virtue of draftsmanship.

26 59. **Captions.** The captions or headings of the sections and paragraphs of this Settlement
27 have been inserted for convenience of reference only and shall have no effect upon the construction
28 or interpretation of any part of this Settlement.

1 60. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent
3 with applicable precedents so as to render all provisions of this Settlement valid and enforceable.

4 61. **Further Acts and Cooperation Between the Parties.** The Parties shall cooperate fully
5 with each other and shall use their best efforts to obtain the Court's approval of this Settlement and
6 all of its terms. Each of the Parties, upon the request of another, agrees to perform such further acts
7 and to execute and to deliver such other documents as are reasonably necessary to carry out the
8 provisions of this Settlement.

9 62. **No Prior Assignments or Undisclosed Liens.** Plaintiffs and Plaintiffs' Counsel
10 represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of,
11 or purported to assign, transfer, convey, or otherwise dispose of, any Released PAGA Claims or the
12 attorneys' fees and costs award to be paid pursuant to this Settlement. Plaintiffs and Plaintiffs'
13 Counsel further represent and warrant that there are not any liens or claims against any of the
14 amounts to be paid by Defendant pursuant to this Settlement. Plaintiffs and Plaintiffs' Counsel agree
15 to defend, to indemnify, and to hold Defendant harmless from any liability, losses, claims, damages,
16 costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these
17 representations or from any lien or assignment.

18 63. **Discovery of Confidential Documents and Information.** Plaintiffs' Counsel agree that
19 they will destroy all confidential documents and information provided to them by Defendant within
20 30 calendar days after the completion of the administration of the Settlement. Plaintiffs' Counsel
21 further agree that none of the documents and information provided to them by Defendant shall be
22 used for any purpose other than prosecution of this Action or the defense or prosecution of a
23 malpractice action.

24 64. **No Tax Advice.** Neither Plaintiffs' Counsel nor Defendant's Counsel intend anything
25 contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in
26 this Settlement be relied upon as such within the meaning of United States Treasury Department
27 Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

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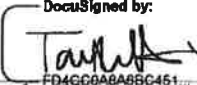
65. **No Media Announcements.** Plaintiffs, Plaintiffs' Counsel, Defendant and Defendant's Counsel, shall not publicize the terms or existence of the Settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If counsel for any Party receives an inquiry about the Settlement from the media, counsel may respond only after motion for approval of the Settlement has been filed. Nothing in this provision shall prevent the Parties from making any disclosure that is required by law or court order.

66. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of this Settlement as well as any and all matters arising out of, or related to, the implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of the Settlement without the consent of all of the Parties. Should any party be required to enforce the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

67. **Governing Law.** This Settlement was made and entered into in the State of California. All terms of this Settlement shall be governed by and interpreted according to the laws of the State of California.

SO AGREED AND STIPULATED:

DATED: 8/4/2021

DocuSigned by:
By: 
Tayler Hannes

DATED:

By: _____
Paul Voigt

DATED: 8/11/21

**BRADLEY/GROMBACHER, LLP
ADAMS LAW**

By: 
Marcus J. Bradley Esq.
Attorneys for Plaintiffs

SIGNATURES ON FOLLOWING PAGE

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SO AGREED AND STIPULATED:

DATED:

By: _____
Tayler Hannes

DATED: 8/4/2021

By: _____
DocuSigned by:
Paul Voigt
5EEF0C65C1984DE
Paul Voigt

DATED:

**BRADLEY/GROMBACHER, LLP
ADAMS LAW**

By: _____
Marcus J. Bradley, Esq.
Attorneys for Plaintiffs

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DATED: 8/10/2021

PARKS MANAGEMENT COMPANY

By: Nathan Koontz

Name: Nathan Koontz

Title: Chief Executive Officer

DATED: 8/4/2021

**ANDRE, MORRIS & BUTTERY, A
PROFESSIONAL LAW CORPORATION**

By: Michaela R. Cotton

Michaela R. Cotton

Attorneys for Defendant

By: _____

Paul Ready, Receiver

1 DATED:

PARKS MANAGEMENT COMPANY

2
3 By:

Name:

Title:

4
5 DATED: 8-23-2021

6
7 ANDRE, MORRIS & BUTTERY, A
PROFESSIONAL LAW CORPORATION

8 By:

Michaela R. Cotton

Attorneys for Defendant

9
10 By:

Paul Ready, Receiver